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- and -

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Counsel to the Debtors and
Debtors in Possession

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

- - - - - X
In re: : Chapter 11
:
CIRCUIT CITY STORES, INC., : Case No. 08-35653-KRH
et al., :
:
Debtors. : Jointly Administered
- - - - - X

**ORDER AUTHORIZING DEBTORS TO TERMINATE UNEXPIRED LEASE
OF NON-RESIDENTIAL REAL PROPERTY**

Upon consideration of motion, dated February
3, 2009 (the "Motion"),¹ of Circuit City Stores, Inc. and
certain of its subsidiaries, debtors and debtors in
possession in the above-captioned cases (collectively,

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

the "Debtors"), for orders under sections 105(a), 363 and 365 of title 11 of the United States Code (the "Bankruptcy Code") and Rules 2002, 6004, 6006, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), (i) approving the bidding and auction procedures for sale of certain nonresidential real property leases (the "Bidding Procedures"), (ii) setting dates for sale hearings, and (iii) authorizing and approving (a) the sale (the "Sale") of certain unexpired nonresidential real property leases (the "Leases", comprising the February Leases and the March Leases, each as defined in the Motion) free and clear of all interests, including liens, claims, and encumbrances (collectively, the "Interests"), (b) the assumption and assignment of the Leases, and (c) lease rejection procedures for any Leases that are not sold in connection with the foregoing; and the Court having entered the Order under Bankruptcy Code Sections 105, 363, and 365 (I) Approving Bidding and Auction Procedures for Sale of Unexpired Nonresidential Real Property Leases, (II) Setting Sale Hearing Dates and (III) Authorizing and Approving (A) Sale of Certain

Unexpired Nonresidential Real Property Leases Free and Clear of All Interests, (B) Assumption and Assignment of Certain Unexpired Nonresidential Real Property Leases and (C) Lease Rejection Procedures (the "Bidding and Rejection Procedures Order"); and the Court having entered the Supplemental Order under Bankruptcy Code Sections 105, 363, and 365 Approving Amended Bid Deadline In Connection With Bidding And Auction Procedures For Sale Of Unexpired Nonresidential Real Property Leases (the "Supplemental Order"), which established a revised bid deadline of March 3, 2009 and amended the Bidding Procedures; and upon the record of the auction conducted on March 10, 2009 (the "Auction") and the hearing held on March 13, 2009 (the "Sale Hearing"); and after due deliberation thereon, and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:²

A. The Court has jurisdiction to hear and determine the Motion and to grant the relief requested

² Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. See Fed. R. Bankr. P. 7052.

in the Motion pursuant to 28 U.S.C. §§ 157(b)(1) and 1334(b).

B. Venue of these cases and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

C. The statutory predicates for the relief requested in the Motion are Bankruptcy Code sections 105, 363, and 365 and Bankruptcy Rules 2002, 6004, 6006, and 9014.

D. The notice of the Motion, the Auction, and the Sale Hearing given by the Debtors constitutes due and sufficient notice thereof.

E. A reasonable opportunity to object or be heard regarding the relief in this Order has been afforded to all interested persons and entities, including the lessor (the "Lessor") for the lease related to store number 3549 (the "Store") located at 11732 West Broad Street, Glen Allen, VA (together with any and all related lease documents and subleases associated therewith, if any, the "Lease").

F. The Debtors and their professionals marketed the Lease and conducted a sale process as set forth in and in accordance with the Motion, the Bidding and Rejection Procedures Orders and the Bidding Procedures. Based upon the record of these proceedings, all creditors and other parties in interest and all prospective purchasers have been afforded a reasonable and fair opportunity to bid for the Lease.

G. After an auction held on March 10, 2009, the Debtors determined that the highest and best Qualified Bid was that of the Lessor.

H. The Lessor wishes to terminate the Lease.

I. The Debtors have demonstrated good, sufficient, and sound business purpose and justification for the assumption, assignment, and sale of the Lease.

J. Based on the foregoing findings of fact and conclusions of law,³ **IT IS ORDERED, ADJUDGED, AND DECREED THAT:**

1. The Motion is granted as set forth herein.

³ Statements made by the Court from the bench at the hearing on the Motion shall constitute additional conclusions of law and findings of fact as appropriate.

2. The Lease Termination Agreement attached hereto as Exhibit A is approved in its entirety.

3. The Lease is terminated.

4. The Debtors and the Lessor are hereby relieved of any further obligations to each other except as expressly stated in the Lease Termination Agreement.

5. Pursuant to Bankruptcy Code section 554, the Debtors are authorized to abandon any and all improvements, furniture, fixtures, equipment, inventory and/or any other personal property ("Abandoned Property") located at the Store, and such Abandoned Property is deemed abandoned on the Rejection Date to the Lessor free and clear of all liens, claims and other interests. The Lessor may, in its sole discretion and without further notice, use, transfer or dispose of such Abandoned Property without liability to the Debtors or any third parties claiming an interest in such Abandoned Property.

6. This Order shall be effective and enforceable immediately upon entry and shall not be stayed pursuant to Rules 6004(h) or 6006(d).

7. This Court shall retain jurisdiction to enforce the provisions of this Order and the termination of the Lease.

Dated: Richmond, Virginia
March _____, 2009

UNITED STATES BANKRUPTCY JUDGE

WE ASK FOR THIS:

Gregg M. Galardi, Esq.
Ian S. Fredericks, Esq.
SKADDEN, ARPS, SLATE, MEAGHER & FLOM, LLP
One Rodney Square
PO Box 636
Wilmington, Delaware 19899-0636
(302) 651-3000

- and -

Chris L. Dickerson, Esq.
SKADDEN, ARPS, SLATE, MEAGHER & FLOM, LLP
333 West Wacker Drive
Chicago, Illinois 60606
(312) 407-0700

- and -

/s/ Douglas M. Foley
Dion W. Hayes (VSB No. 34304)
Douglas M. Foley (VSB No. 34364)
MCGUIREWOODS LLP
One James Center
901 E. Cary Street
Richmond, Virginia 23219
(804) 775-1000

Counsel to the Debtors and
Debtors in Possession

CERTIFICATION OF ENDORSEMENT UNDER LOCAL RULE 9022-1(C)

Pursuant to Local Bankruptcy Rule 9022-1(C), I
hereby certify that the foregoing proposed order has
been endorsed by or served upon all necessary parties.

/s/ Douglas M. Foley
Douglas M. Foley

EXHIBIT A

LEASE TERMINATION AGREEMENT

LEASE TERMINATION AGREEMENT

LEASE TERMINATION AGREEMENT (the "Agreement"), dated as of March 13, 2009, by and between Circuit City Stores, Inc., a Virginia Corporation, as debtor and debtor in possession ("Tenant") and Short Pump Town Center, LLC, a Virginia limited liability company, and F.C. Short Pump Land Investment, Inc., a Virginia corporation (collectively, "Landlord").

WHEREAS, Landlord and Tenant are parties to a certain lease dated December 5, 2003 (as the same may have been amended or extended, the "Lease"), pursuant to which Tenant leases from Landlord certain premises located in Short Pump Town Center, Richmond, Virginia (the "Premises"), known as Store No. 3549.

WHEREAS, on November 10, 2008, ("Petition Date"), Tenant filed a chapter 11 petition with the United States Bankruptcy Court for the Eastern District of Virginia (the "Bankruptcy Court") in Case No. 08-35653-KRH.

WHEREAS, the parties now wish to terminate the Lease on the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Lease is terminated as of the date that Tenant surrenders possession to the Premises to the Landlord and, in any event, no later than March 15, 2009 (the "Termination Date").
2. Tenant will effectively surrender possession of the Premises in accordance with the Order Authorizing and Approving Lease Rejection Procedures entered by the Bankruptcy Court.
3. Upon approval of this Agreement by the Bankruptcy Court having jurisdiction over Tenant's chapter 11 case, and in consideration of the termination of the Lease as provided under this Agreement, Landlord shall provide to Tenant consideration in the form of a waiver of all pre-petition and post-petition arrears due under the Lease, as set forth in the proofs of claim attached to this Agreement as Exhibit A (the "Consideration").
4. On the Termination Date, Landlord releases Tenant from any and all obligations and liabilities under the Lease, including (without limitation) any claims pursuant to Bankruptcy Code sections 365 or 502 or 503(b) or otherwise, and any year-end adjustments for 2009 and all prior years and any obligations or liabilities that would otherwise survive termination of the Lease.
5. This Agreement is subject to and effective upon the entry of an order by the Bankruptcy Court authorizing Tenant to enter into this Agreement.
6. Landlord and Tenant expressly acknowledge and agree that no security deposit remains held by Landlord or refundable to Tenant with respect to Tenant's occupancy or vacation of the Premises.
7. Subject to the provisions of Paragraph 5 above, the parties agree to execute the Declaration of Termination of Agreements attached hereto as Exhibit B. Landlord shall be responsible for all costs for recordation of the same.

8. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns, including any chapter 11 or 7 trustee appointed in these cases.

9. Each of the parties signing below on behalf of the Landlord and Tenant hereby represents and warrants to the other party that he or she is duly authorized to execute and deliver this Agreement on behalf of the party for whom such person is acting.

10. The laws of the State of Virginia shall govern the interpretation and enforcement of this Agreement. All controversies and disputes arising hereunder shall be resolved in the Bankruptcy Court. Landlord and Tenant consent to personal jurisdiction, waive any objection as to personal jurisdiction or venue, and agree not to assert any defense based on personal jurisdiction or venue in the Bankruptcy Court only as to any disputes arising under or related to this Agreement.

11. This Agreement may be executed in counterpart originals, with all counterparts constituting one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused their duly authorized representatives to execute this Lease Termination Agreement under seal, as of this _____ day of March, 2009.

SHORT PUMP TOWN CENTER, LLC,
a Virginia limited liability company

By: F.C. Short Pump Land Investment, Inc., a Virginia
Corporation, its Member

Duane F. Bishop, Jr., Vice President

AND

F.C. SHORT PUMP LAND INVESTMENT, INC.,
a Virginia corporation

By: _____
Duane F. Bishop, Jr., Vice President

CIRCUIT CITY STORES, INC., a Virginia Corporation,
as debtor and debtor in possession in
Case No. 08-35653-KRH

By: _____

Name:
Title:

Exhibit A

Proofs of Claim

REBECCA E. WARD
Corporate Counsel

Direct Number (216) 416-3262
rebeccaward@forestcity.net

Legal Department
50 Public Square
Suite 1360
Cleveland, OH 44113-2267

Phone (216) 621-6060
Fax (216) 263-6206
www.forestcity.net

February 19, 2009

VIA FEDERAL EXPRESS

Circuit City Stores, Inc., et al.
Claims Processing Dept.
Kurtzman Carson Consultants LLC
2335 Alaska Avenue
El Segundo, CA 90245

Re: **Circuit City Stores**
Case No. 08-35653 (KRH)
Northfield at Stapleton
The Promenade Bolingbrook
Short Pump Town Center
The Shops at White Oak Village

Dear Sir/Madam:

Enclosed for filing on behalf of Forest City Commercial Management, Inc. as agent for the owner, are Proof of Claim and Administrative Expense Claim Requests for the above captioned bankruptcy case.

Please return a time-stamped copy of each to the undersigned in the self-addressed, stamped envelopes provided for your convenience.

Thank you for your anticipated cooperation.

Very truly yours,

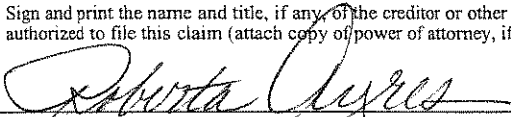
Forest City Commercial Management, Inc.



Rebecca E. Ward

REW/jmf
Enclosures

cc: Roberta Ayres

United States Bankruptcy Court Eastern District of Virginia		Administrative Expense Claim Request		THIS SPACE IS FOR COURT USE ONLY
Debtor against which claim is asserted : Circuit City Stores, Inc.		Case Name and Number 08-35653 (KRH)		
NOTE: This form should not be used to make a claim in connection with a request for payment for goods or services provided to the Debtors prior to the commencement of the case. This Administrative Expense Claim Request form is to be used solely in connection with a request for payment of an administrative expense arising after commencement of the case pursuant to 11 U.S.C. § 503.				
Name of Creditor <i>(The person or other entity to whom the debtor owes money or property)</i> Forest City Commercial Management, Inc. Name and Address Where Notices Should be Sent Forest City Commercial Management, Inc. Agent for Short Pump Town Center, LLC 50 Public Square, Suite 1360 Cleveland, OH 44113 Telephone No. 216-621-6060		Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.		
ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: Circuit City		Check here if this claim <input type="checkbox"/> replaces <input type="checkbox"/> amends a previously filed claim, dated: _____		
1. BASIS FOR CLAIM Goods sold _____ Services performed _____ Money loaned _____ Personal injury/wrongful death _____ Taxes _____ <input checked="" type="checkbox"/> Other (Describe briefly) Post petition real estate taxes (date) _____ to (date) _____				
2. DATE DEBT WAS INCURRED December 5, 2003		3. IF COURT JUDGMENT, DATE OBTAINED:		
4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: \$ 6,433.65 Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.				
5. Brief Description of Claim (attach any additional information): <div style="height: 40px;"></div>				
6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor. 7. SUPPORTING DOCUMENTS: <u>Attach copies of supporting documents</u> , such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. Any attachment must be 8-1/2" by 11". 8. DATE-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.				THIS SPACE IS FOR COURT USE ONLY
Date 2/18/09		Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any)  Roberta Ayres, Agent for Short Pump Town Center, LLC & Forest City Commercial Management, Inc.		

MEMORANDUM

TO: Rebecca Ward
FROM: Shirley Cooney
DATE: 2/11/2009
SUBJECT: Short Pump Town Center
Circuit City
408311 000172
Filed 11/10/08

Post-petition			
12/08	Real Estate Tax	\$6,433.65	11/10/08 - 12/31/08
		<hr/>	
		\$6,433.65	

SC /lw

cc: Roberta Ayres

Database: FCE
 Report ID: FCE_CMAGEDEL
 BLDG: 408311

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 Date: 2/12/2009
 Time: 07:09 AM

SHORT PUMP TOWN CENTER

Date: 2/12/2009

Invoice									
Date	Number	Category	Source	Amount	Current	30	60	90	120

408311-000172	CIRCUIT CITY LYNDA CAPEHART (804) 486-3714			Master Occupant Id: CL000621-1 PP1B Current		Day Due: 1 Last Payment:		Delq Day: 10 2/4/2009 26,307.67		
10/10/2008	085904	WAP	WATER PRIOR YEAR 07/02/07--09/29/07	CH	5,435.06	0.00	0.00	0.00	0.00	5,435.06
10/10/2008	085904	WAP	WATER PRIOR YEAR 09/29/07--12/31/07	CH	876.46	0.00	0.00	0.00	0.00	876.46
10/13/2008	085904	WAT	WATER 2ND QUARTER ACTUAL	CH	7,103.84	0.00	0.00	0.00	0.00	7,103.84
11/1/2008	087267	RNT	MINIMUM RENT AUTOCHRG @T11/30/2008	CH	26,166.67	0.00	0.00	0.00	26,166.67	0.00
11/1/2008	087267	WAT	WATER AUTOCHRG @T11/30/2008	CH	141.00	0.00	0.00	0.00	141.00	0.00
12/12/2008	096086	U	SERVICE CHARGE LATE FEE	CH	796.79	0.00	0.00	796.79	0.00	0.00
12/18/2008	100090	RET	R/E TAX ESC. 2008 ACTUAL-2ND HALF	CH	22,765.29	0.00	22,765.29	0.00	0.00	0.00
12/23/2008	100690	WAT	WATER 7/2/08 - 9/30/08	CH	1,560.54	0.00	1,560.54	0.00	0.00	0.00
1/14/2009	101581	U	SERVICE CHARGE LATE FEE	CH	1,296.91	1,296.91	0.00	0.00	0.00	0.00

RET	R/E TAX ESC.	22,765.29	0.00	22,765.29	0.00	0.00	0.00
RNT	MINIMUM RENT	26,166.67	0.00	0.00	0.00	26,166.67	0.00
U	SERVICE CHARGE	2,093.70	1,296.91	0.00	796.79	0.00	0.00
WAP	WATER PRIOR YEAR	6,311.52	0.00	0.00	0.00	0.00	6,311.52
WAT	WATER	8,805.38	0.00	1,560.54	0.00	141.00	7,103.84

CIRCUIT CITY Total: 66,142.56 1,296.91 24,325.83 796.79 26,307.67 13,415.36

RET	R/E TAX ESC.	22,765.29	0.00	22,765.29	0.00	0.00	0.00
RNT	MINIMUM RENT	26,166.67	0.00	0.00	0.00	26,166.67	0.00
U	SERVICE CHARGE	2,093.70	1,296.91	0.00	796.79	0.00	0.00
WAP	WATER PRIOR YEAR	6,311.52	0.00	0.00	0.00	0.00	6,311.52
WAT	WATER	8,805.38	0.00	1,560.54	0.00	141.00	7,103.84

BLDG 408311 Total: 66,142.56 1,296.91 24,325.83 796.79 26,307.67 13,415.36

UNITED STATES BANKRUPTCY COURT <u>Eastern</u> DISTRICT OF <u>Virginia</u>		Document <u>Page 17 of 26</u>	PROOF OF CLAIM
Name of Debtor <u>Circuit City Stores, Inc.</u>		Case Number <u>08-35653 (KRH)</u>	
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.			
Name of Creditor (The person or other entity to whom the debtor owes money or property): <u>Forest City Commercial Management, Inc.</u>		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
Name and address where notices should be sent: <u>Forest City Commercial Management, Inc.</u> <u>Agent for Short Pump Town Center, LLC</u> <u>50 Public Square, Suite 1360</u> <u>Cleveland, OH 44113</u> Telephone number: <u>216-621-6060</u>		THIS SPACE IS FOR COURT USE ONLY	
Account or other number by which creditor identifies debtor: <u>Circuit City</u>		Check here <input type="checkbox"/> replaces if this claim a previously filed claim, dated: <u>11/18/08</u> <input checked="" type="checkbox"/> amends	
1. Basis for Claim <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other <u>Pre-petition rent and charges</u>			
<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Last four digits of SS #: _____ Unpaid compensation for services performed from _____ to _____ (date) (date)			
2. Date debt was incurred: <u>December 5, 2003</u>		3. If court judgment, date obtained:	
4. Total Amount of Claim at Time Case Filed: \$ <u>57,615.21</u> (unsecured) (secured) (priority) (Total) <u>\$57,615.21</u> If all or part of your claim is secured or entitled to priority, also complete Item 5 or 7 below.			
<input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.			
5. Secured Claim. <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral: \$ _____ Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____		7. Unsecured Priority Claim. <input type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$4,925)* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Up to \$2,225* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6). <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____). *Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.	
6. Unsecured Nonpriority Claim \$ <u>57,615.21</u> <input type="checkbox"/> Check this box if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or if c) none or only part of your claim is entitled to priority.			
8. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.		THIS SPACE IS FOR COURT USE ONLY	
9. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.			
10. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim			
Date <u>2/18/09</u>	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): <u>Roberta Ayres</u>		

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

Roberta Ayres, Agent for Short Pump Town Center, LLC &
 Forest City Commercial Management, Inc.

MEMORANDUM

TO: Rebecca Ward
FROM: Shirley Cooney
DATE: February 11, 2009
SUBJECT: Short Pump Town Center
Circuit City
408311 - 000172
Filed 11/10/08

Pre-petition

10/08	Water	\$6,987.46	
10/08	Water Prior Year	\$6,427.90	
11/08	Rent / Fringes	\$26,307.67	
12/08	Water	\$1,560.54	7/02/08 - 9/30/08
12/08	Real Estate Tax	\$16,331.64	7/01/08 - 11/09/08
		<u>\$57,615.21</u>	

SC /lw

cc: Roberta Ayres

Database: FCE
 Report ID: FCE_CMAGEDEL
 BLDG: 408311

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FCE
 SHORT PUMP TOWN CENTER
 Date: 2/12/2009

Page: 1
 Date: 2/12/2009
 Time: 07:09 AM

Invoice									
Date	Number	Category	Source	Amount	Current	30	60	90	120

408311-000172	CIRCUIT CITY		Master Occupant Id: CL000621-1			Day Due: 1	Delq Day: 10		
	LYNDA CAPEHART		PP1B	Current		Last Payment:	2/4/2009	26,307.67	
	(804) 486-3714								
10/10/2008	085904	WAP WATER PRIOR YEAR	CH	5,435.06	0.00	0.00	0.00	0.00	5,435.06
		07/02/07--09/29/07							
10/10/2008	085904	WAP WATER PRIOR YEAR	CH	876.46	0.00	0.00	0.00	0.00	876.46
		09/29/07--12/31/07							
10/13/2008	085904	WAT WATER	CH	7,103.84	0.00	0.00	0.00	0.00	7,103.84
		2ND QUARTER ACTUAL							
11/1/2008	087267	RNT MINIMUM RENT	CH	26,166.67	0.00	0.00	0.00	26,166.67	0.00
		AUTOCHRG @T11/30/2008							
11/1/2008	087267	WAT WATER	CH	141.00	0.00	0.00	0.00	141.00	0.00
		AUTOCHRG @T11/30/2008							
12/12/2008	096086	U SERVICE CHARGE	CH	796.79	0.00	0.00	796.79	0.00	0.00
		LATE FEE							
12/18/2008	100090	RET R/E TAX ESC.	CH	22,765.29	0.00	22,765.29	0.00	0.00	0.00
		2008 ACTUAL-2ND HALF							
12/23/2008	100690	WAT WATER	CH	1,560.54	0.00	1,560.54	0.00	0.00	0.00
		7/2/08 - 9/30/08							
1/14/2009	101581	U SERVICE CHARGE	CH	1,296.91	1,296.91	0.00	0.00	0.00	0.00
		LATE FEE							

RET	R/E TAX ESC.	22,765.29	0.00	22,765.29	0.00	0.00	0.00
RNT	MINIMUM RENT	26,166.67	0.00	0.00	0.00	26,166.67	0.00
U	SERVICE CHARGE	2,093.70	1,296.91	0.00	796.79	0.00	0.00
WAP	WATER PRIOR YEAR	6,311.52	0.00	0.00	0.00	0.00	6,311.52
WAT	WATER	8,805.38	0.00	1,560.54	0.00	141.00	7,103.84

CIRCUIT CITY Total: 66,142.56 1,296.91 24,325.83 796.79 26,307.67 13,415.36

RET	R/E TAX ESC.	22,765.29	0.00	22,765.29	0.00	0.00	0.00
RNT	MINIMUM RENT	26,166.67	0.00	0.00	0.00	26,166.67	0.00
U	SERVICE CHARGE	2,093.70	1,296.91	0.00	796.79	0.00	0.00
WAP	WATER PRIOR YEAR	6,311.52	0.00	0.00	0.00	0.00	6,311.52
WAT	WATER	8,805.38	0.00	1,560.54	0.00	141.00	7,103.84

BLDG 408311 Total: 66,142.56 1,296.91 24,325.83 796.79 26,307.67 13,415.36

Exhibit B

Declaration of Termination of Agreements

When recorded return to:
Rebecca E. Ward, Esq.
Legal Department
Terminal Tower
50 Public Square, Suite 1360
Cleveland, Ohio 44113-2267

DECLARATION OF TERMINATION OF AGREEMENTS

THIS DECLARATION OF TERMINATION OF AGREEMENTS is made and entered into this _____ day of _____, 2009, by and between Short Pump Town Center, LLC, a Virginia limited liability company, and F.C. Short Pump Land Investment, Inc., a Virginia corporation, both having an address of Suite 1360, 50 Public Square, Cleveland, Ohio 44113 (hereinafter collectively called "Landlord") and Circuit City Stores, Inc., a Virginia corporation, with an address of 9954 Mayland Drive, Richmond, Virginia 23233 (hereinafter called "Tenant").

WHEREAS, Landlord and Tenant entered into a Lease dated December 5, 2003 (the "Lease"), and

WHEREAS, said Lease was for the real property located in the City of Richmond, Henrico County, Virginia, as more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Premises"), and

WHEREAS, the parties entered into a Lease Termination Agreement dated as of March 13, 2009; and

WHEREAS, it is the desire of the parties to said Lease to enter into and execute this Declaration of Termination of Agreements, which is to be recorded in order that third parties may have notice of the expiration and termination of said Lease.

NOW, THEREFORE, Landlord and Tenant do hereby declare the termination of said Lease and, in consideration of the Premises and the mutual covenants and obligations in said Lease, do agree as follows:

1. Declaration of Termination. Landlord and Tenant do hereby declare that the Lease was terminated on March 13, 2009. The Lease is more particularly described as follows:

LEASE dated December 5, 2003, between Short Pump Town Center, LLC, a Virginia limited liability company, and F.C. Short Pump Land Investment, Inc., a Virginia corporation, and Circuit City Stores, Inc., a Virginia corporation, the terms of which Lease are set forth in a Memorandum of Lease dated December 5, 2003 and recorded in Deed Book 3688, Page 1954, in the Clerk's Office, Circuit Court, Henrico County, Virginia.

2. Successors and Assigns. This Declaration of Termination of Agreements shall be binding upon, and inure to the benefit of, all the parties hereto, and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Declaration of Termination of Agreements to be executed as of the day and year first written above.

Signed in the Presence of:

LANDLORD:

SHORT PUMP TOWN CENTER, LLC,
a Virginia limited liability company

By: F.C. Short Pump Land Investment, Inc.,
a Virginia corporation, its Member

By: _____
Duane F. Bishop Jr., Vice President

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, the undersigned Notary Public in and for said County and State, personally appeared the above named SHORT PUMP TOWN CENTER, LLC, a Virginia limited liability company, by F.C. Short Pump Land Investment, Inc., a Virginia corporation, its Member, by Duane F. Bishop, Jr., its Vice President, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed and the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2009.

Notary Public

F.C. SHORT PUMP LAND INVESTMENT, INC.,
a Virginia corporation

By: _____
Duane F. Bishop, Jr., Vice President

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, the undersigned Notary Public in and for said County and State, personally appeared the above named F.C. SHORT PUMP LAND INVESTMENT, INC., a Virginia corporation, by Duane F. Bishop, Jr., its Vice President, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed and the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day
of _____, 2009.

Notary Public

TENANT:

CIRCUIT CITY STORES, INC.,
a Virginia corporation

By: _____

Name: _____

Its: _____

STATE OF _____)

) SS:

COUNTY OF _____)

BEFORE ME, the undersigned Notary Public in and for said County and State, personally appeared the above named CIRCUIT CITY STORES, INC., a Virginia corporation, by _____, its _____, who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2009.

Notary Public

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Exhibit "A"

Legal Description of Premises

EXHIBIT "A-1"

LEGAL DESCRIPTION
PERIPHERAL PARCEL NO. 1B

BEING ALL that certain piece or parcel of land lying and being in Henrico County, Virginia, designated as Peripheral Parcel No. 1B, as shown on plat made by Timmons Group, dated September 9, 2003, entitled "Compiled Plat Showing Outparcels 1A-1D, Peripheral Parcels 1A-1C and Outparcels 3A & 3B at Short Pump Town Center, a copy of which is recorded in the Clerk's Office of the Circuit Court of Henrico County, Virginia, in Plat Book 116, Pages 344-346, and being more particularly described as follows:

COMMENCING at a point marked P.O.B. PP1A at the intersection of the east line of Hagen Drive and the north line of U.S. Route 250, West Broad Street; thence along the said east line of Hagen Drive the following three courses: N 27°37'44" W, 57.15' to a point; thence N 13°35'16" E, 10.47' to a point; thence N 76°24'44" W, 5.41' to a point; thence, leaving the said east line of Hagen Drive, along a curve to the right having a radius of 79.00', a length of 16.56', a chord bearing of N 7°36'56" E and a chord distance of 16.53' to a point; thence N 13°37'17" E, 91.80' to a point; thence along a curve to the left having a radius of 381.00', a length of 39.21', a chord bearing of N 10°40'24" E and a chord distance of 39.19' to a point marked P.O.B. PP1B, said point being the true point of beginning; thence along a curve to the left, having a radius of 381.00', a length of 133.26' a chord bearing of N 02°17'41" W and a chord distance of 132.58' to a point; thence N 79°56'30" E, 30.19' to a point; thence N 13°44'33" E, 89.94' to a point; thence S 76°15'27" E, 30.00' to a point; thence N 13°44'33" E, 85.22' to a point; thence N 24°18'58" W, 69.85' to a point; thence N 13°44'33" E, 35.63' to a point; thence N 66°26'35" W, 34.36' to a point; thence N 45°12'18" W, 38.75' to a point; thence along a curve to the left, having a radius of 731.08', a length of 10.74' a chord bearing of N 43°11'57" E and a chord distance of 10.74' to a point; thence along a curve to the left, having a radius of 542.44", a length of 58.15' a chord bearing of N 39°42'26" E and a chord distance of 58.12' to a point; thence along a curve to the right, having a radius of 49.00', a length of 71.82', a chord bearing N 78°37'40" E and a chord distance of 65.56' to a point; thence S 59°22'50" E, 141.20' to a point; thence along a curve to the left, having a radius of 513.00' a length of 142.29', a chord bearing of S 67°23'00" E, and a chord distance of 141.84' to a point; thence S 75°19'46" E, 8.61' to a point; thence S 13°44'33" W, 400.48' to a point; thence N 76°33'06" W, 100.68' to a point; thence S 13°43'20" W, 52.39' to a point; thence N 77°35'14" W, 184.23' to the point of beginning containing 3.228 acres of land.

BEING a portion of the same property conveyed to Short Pump Town Center, LLC, a Virginia limited liability company, by deed from MJGT Associates, LLC, dated August 28, 2002, recorded in Deed Book 3297, Page 1959, in the Clerk's Office, Circuit Court, Henrico County, Virginia.

AND BEING a portion of the same property leased to F.C. Short Pump Land Investment, Inc., a Virginia corporation, by Ground Lease and Grant of Improvements dated September 1, 2003, and recorded in Deed Book 3555, Page 61, in the Clerk's Office, Circuit Court, Henrico County, Virginia.